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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON—TACOMA DIVISION

IN RE: DAVID ERIC HELTZEL AND LISA NADINE HELTZEL, Debtors.	Case No.: 18-44354-BDL Chapter 13 NOTICE OF MOTION AND HEARING
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PLEASE TAKE NOTICE that Secured Creditor and Movant Global Lending Services, LLC (“Creditor”), has filed a Motion for Relief of the Automatic Stay. This Motion is set for a hearing as follows:

Judge:	Judge: Brian D. Lynch	Date: 8/14/19
Location:	Courtroom I 1717 Pacific Avenue Tacoma, WA 98402	Time: 1:30 p.m.

IF YOU OPPOSE this motion, you must file your written response with the Court Clerk and servet **wo (2)** copies on the Chapter 13 Trustee **NOT LATER THAN THE RESPONSE DATE**, which is 8/7/19.

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1 **IF NO RESPONSE IS TIMELY FILED AND SERVED**, the Court may, in its
2 discretion, **GRANT THE MOTION PRIOR TO THE HEARING WITHOUT FURTHER**
3 **NOTICE**, and strike the hearing
4

5
6
7 DATED: July 1, 2019

Respectfully submitted,

8
9 /s/ Jason C. Tatman

10 Jason C. Tatman, Esq.

11 Attorney for Secured Creditor and Movant

12 Global Lending Services, LLC
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9 UNITED STATES BANKRUPTCY COURT
10 WESTERN DISTRICT OF WASHINGTON—TACOMA DIVISION

11 IN RE:	Case No.: 18-44354-BDL
12 DAVID ERIC HELTZEL AND LISA NADINE	
13 HELTZEL,	Chapter 13
14	
15 Debtors.	MOTION FOR RELIEF FROM AUTOMATIC
16	STAY BY GLOBAL LENDING SERVICES,
17	LLC

18 Secured Creditor and Moving Party Global Lending Services, LLC (“Creditor”),
19 respectfully moves the Court pursuant to 11 U.S.C. § 362 (d) and Bankruptcy Rule 4001, for
20 relief from the automatic stay. As grounds for its Motion, the Movant states:

- 21
- 22 1) The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157 and 1334 and
23 Local Bankruptcy Rule 9013-1 of the United States District Court for this District. This is
24 a core proceeding pursuant to 28 U.S.C. § 157 (b) (2). Venue is proper pursuant to 28
25 U.S.C. § 1409.
- 26
- 27 2) Debtors David Eric Heltzel and Lisa Nadine Heltzel (“Debtors”), filed a voluntary
28 petition for relief under Chapter 13 of the United States Bankruptcy Code on December
29 31, 2018.
- 30
- 31 3) On December 16, 2018, Debtors, for valuable consideration, made, executed, and
32 delivered to Creditor a written Retail Installment Sale Contract Simple Finance Charge

1 (“Note”), for the finance and purchase of a 2017 Toyota Corolla, Vehicle Identification
2 Number 5YFBURHE2HP624191 (“Vehicle”). A true and correct copy of the Note is
3 attached herein as Exhibit A and incorporated herein by reference.
4

5 4) Debtors have defaulted under the terms of the Note by failing to make the post-petition
6 payment due January 15, 2019, and all post-petition payments due thereafter. Post-
7 petition arrears now exist in the amount of \$2,473.32 representing six (6) post-petition
8 payments.
9

10 5) The total amount due and owing under the Note as of June 18, 2019, is \$18,329.88.

11 6) The fair market value of the Vehicle is approximately \$13,675.00.

12 7) Creditor seeks to enforce its security interest in the Vehicle pursuant to the terms of the
13 Note, and therefore seeks relief from the automatic stay.

14 8) Pursuant to 11 U.S.C. § 362 (d) (1), the automatic stay may be modified or terminated
15 “for cause, including lack of adequate protection in the property.” Moreover, under §
16 362(d)(2), the automatic stay shall be terminated “with respect to a stay of an act against
17 property . . . if – (A) the debtor does not have equity in such property.” 11 U.S.C. §
18 362(d)(2).
19

20 9) Creditor’s interest in the Vehicle is not adequately protected within the meaning of 11
21 U.S.C. §§ 361 and 362(d)(1). The lack of adequate protection of Creditor’s interest in the
22 Vehicle constitutes cause for lifting the automatic stay under 11 U.S.C. § 362(d)(1) of the
23 Code.
24

25 10) Creditor respectfully requests that the Court grant Creditor the relief requested herein and
26 permit Creditor to pursue all rights and remedies available to it with respect to the
27 Vehicle.
28

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1 WHEREFORE, Creditor respectfully requests this Court enter an Order terminating the
2 automatic stay with regard to the Vehicle, effective immediately pursuant to Bankruptcy
3 Rule 4001(a)(3) in order to permit Creditor to pursue its remedies under state law in
4 connection with the Vehicle, and for such other relief as the Court deems just and proper.
5

6
7 DATED: July 1, 2019

Respectfully submitted,

8
9 /s/ Jason C. Tatman

10 Jason C. Tatman, Esq.

11 Attorney for Secured Creditor and Movant
12 Global Lending Services, LLC
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1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Right to Refinance a Balloon Payment.** A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If this contract contains a balloon payment and you do not pay it, you have the right to obtain a new payment schedule. Unless you agree otherwise, the periodic payments under the new payment schedule will not be substantially greater than the earlier scheduled payments. This provision does not apply if you did not purchase this vehicle for personal, family, or household use. It also does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. **WARNING: UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PHYSICAL DAMAGE INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (BUT ARE NOT REQUIRED) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, THE ANNUAL PERCENTAGE RATE ON THIS CONTRACT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.**
 - e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
 - b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amount due because you defaulted.
 - c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
 - d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
 - e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
 - f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
 - g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use. Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.



Lien and Title Information Report

Global Lending Services, LLC

Account No.		VIN	5YFBURHE2HP624191
Loan No.		Branch	
Loan Suffix			
Customer	HELTZEL LISA		
Organization ID		Organization Name	Global Lending Services, LLC
Lien Start	12/28/2018	Lien End	
Original Loan Amount	\$16,523.00	Lien Balance Amount	\$0.00
Lien Type	Retail	Dealer ID	

Last ELT Transactions

Received On	
2019-01-26 03:19:09.0	Add Record - Perfection of Lien

Borrower / Lessee Details

Name	HELTZEL LISA HELTZEL DAVID
Address	11531 174TH ST E,PUYALLUP WA,98374

Vehicle Information

Vehicle Type	Auto	Make	TOYOTA
Model	COROLLA	Year	2017
Mileage	0		

Title Information

Title Number	BND3288	Title State	WA
Tag Number		VIN	5YFBURHE2HP624191
Status	MATCHED	Match Date	01/26/2019
Lien Expiration Date		Media Type	Electronic

State Information

Name	HELTZEL,LISA NADINE HELTZEL,DAVID ERIC	Lessee	
Address	11531 174TH ST E,PUYALLUP WA,983749452		
Vehicle Type		Make	TOYT
Model		Year	2017
Mileage	0		
Title State	WA	Title Number	BND3288
Brands			



National Bankruptcy Services, LLC

14841 Dallas Parkway, Suite 300
Dallas, TX 75254
972-643-6612
Joshua.Priddy@NBSDefaultServices.com

Vehicle Information

Vehicle: 2017 Toyota Corolla Sedan 4D L 1.8L I4
Region: Pacific Northwest
Period: June 18, 2019
VIN: 5YFBURHE2HP624191
Mileage: 37,500
Base MSRP: \$18,500
Typically Equipped MSRP: \$19,395
Weight: 2,820



NADA Used Cars/Trucks Values

Auction*	Base	Mileage Adj.	Option Adj.	Adjusted Value
Low	\$9,850	\$40	N/A	\$9,890
Average	\$11,450	\$40	N/A	\$11,490
High	\$13,075	\$40	N/A	\$13,115
Trade-In				
Rough	\$9,475	N/A	N/A	\$9,475
Average	\$10,550	N/A	N/A	\$10,550
Clean	\$11,425	N/A	N/A	\$11,425
Clean Loan				
Clean Loan	\$10,300	N/A	N/A	\$10,300
Clean Retail	\$13,675	N/A	N/A	\$13,675

*The auction values displayed include typical equipment and adjustments for mileage and any of the following applicable accessories: engine size, drivetrain, and trim.

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8 UNITED STATES BANKRUPTCY COURT
9 WESTERN DISTRICT OF WASHINGTON—TACOMA DIVISION
10

11 IN RE:

12 DAVID ERIC HELTZEL AND LISA NADINE
13 HELTZEL,

14 Debtors.
15

Case No.: 18-44354-BDL

Chapter 13

ORDER ALLOWING RELIEF FROM
AUTOMATIC STAY FOR GLOBAL
LENDING SERVICES, LLC

17 Secured Creditor and Movant Global Lending Services, LLC (“Creditor”), has filed a
18 Motion for Relief from the Automatic Stay in this proceeding. This matter having come before
19 the Court, the Court having been fully advised and good cause being shown,
20

21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:
22

- 23 1) That the Motion for Relief from the Automatic Stay as it relates to Creditor, is granted;
24 2) The Automatic Stay as it relates to Creditor is terminated effective immediately;
25 3) Creditor is allowed to proceed with enforcing its rights in the 2017 Toyota Corolla,
26 Vehicle Identification Number 5YFBURHE2HP624191 which was identified in
27 Creditor’s Motion for Relief from the Automatic Stay;
28

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31 ///

1 4) The requirements of F.R.B.P. 4001(a)(3) are waived;

2 / END OF ORDER /

3 Presented by:

4
5
6 /s/Jason C. Tatman

7 Jason C. Tatman, Esq.

8 WSBA No. 50107

9 The Law Offices of Jason C. Tatman, P.C.#

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11 Seattle, WA 98104-2329

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13 Fax (858) 348-4976

14 jt@tatmanlegal.com

15 Attorney for Secured Creditor and Movant

16 Global Lending Services, LLC

CERTIFICATE OF SERVICE

I am employed in the county of San Diego, California. My business address is 5677 Oberlin Drive, Suite 210, San Diego, CA 92121. I am over the age of eighteen years and not a party to this action.

On July 1, 2019, I served the Notice of Motion and Hearing, Motion for Relief from Automatic Stay by Global Lending Services, LLC and [Proposed] Order Allowing Relief from Automatic Stay for Global Lending Services, LLC on the interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Encinitas, CA, as follows:

(X) (BY REGULAR MAIL) I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail at Encinitas, CA. I am “readily familiar” with this firm’s practice of collection and processing of correspondence for mailing. It is deposited in the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the cancellation date or the postage meter date is more than 1 day after date of deposit for mailing affidavit.

(X) (FEDERAL) I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on July 1, 2019, at Encinitas, CA.

/s/ Darren J. Devlin
Darren J. Devlin, Esq.

David Eric Heltzel and Lisa Nadine Heltzel, 11531 174th Street E., Puyallup, WA 98374

Ellen Ann Brown, 744 S. Fawcett Ave., Tacoma, WA 98402

Michael G. Malaier, 2122 Commerce Street, Tacoma, WA 98402

U.S. Trustee, 700 Stewart St., Suite 5103, Seattle, WA 98101

Honorable Brian D. Lynch, 1717 Pacific Avenue, Suite 2100, Tacoma, WA 98402-3233